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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Abstract Notification dated 15th December 1937.

SALE OF 1,100 CASUARINA TREES IN ACHAL PLANTATION, CLOSEPET RANGE.

The attention of the public is invited to the detailed notification dated 15th December 1937, regarding the auction sale of Casuarina trees in Achal Plantation, published in pages 2115-2116, Part VI of the *Mysore Gazette*, dated 23rd December 1937.

Date of sale—17th January 1938, at 2 P.M.

H. S. RANGACHAR,
District Forest Officer.

KOLAR DISTRICT.

Notification dated 23rd December 1937.

It is hereby notified for general information under Section 40 of the Mysore Forest Regulation that 51 green bamboos were found lying in the Okkarebavi (a well) near Sultanpet in Chikballapur Taluk and kept in the custody of Gurupadappa, Patel, Sultanpet Village as they are reported to be unclaimed. Persons having any right over the said bamboos are hereby required to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims thereto, failing which the bamboos will be forfeited to Government under Section 42 of the said Regulation.

H. V. RANGASWAMIENGAR,
District Forest Officer.

TUMKUR DISTRICT.

Abstract Notification dated 16th December 1937.

The attention of the public is invited to the detailed Notification, regarding the auction sale of 46 bags of charcoal found unclaimed in the hay-yard of Chikkaputtiah at Neelasandra, Kunigal Taluk, published on pages 2116-2117, Part VI of the *Mysore Gazette*, dated 23rd December 1937.

B. MADHAVA RAO,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 8th December 1937.

The attention of the public is invited to the detailed Notification dated the 8th December 1937, inviting tenders for the supply of rations to departmental elephants working in Heggaddevankote and Chamarajanagar Sub-Divisions of this District from 1st February 1938 to 31st January 1939, published on pages 2082-2084, Part VI of the *Mysore Gazette*, dated 16th December 1937.

Date of receiving tenders .. .. 17th January 1938.
Time up to .. .. 4 P.M.

Notification dated 21st December 1937.

Under Section 40 of the Mysore Forest Regulation, notice is hereby given for general information that the following quantities of timber found unclaimed in the places noted against them are kept in the custody of the Patels of the respective Villages. Persons having any claim to the above timber may present a written statement of their claims to the District Forest Officer, Mysore District, within a month from the date of the publication of this notification, failing which the ownership of the timber shall vest in Government free from all encumbrances under Section 42 of the Mysore Forest Regulation.

Name of Range	Place at which the timber was found	Kind of timber	Dimensions		Contents	With whom the timber is now kept
			Length	Girth	C.ft. C.in. Pts.	
Hunsur ..	Village lane (ಬೀದಿ) of Hebbathur, Hunsur Taluk.	Honne ..	9′ 6″	4′ 0″	9′ 6″ 0	With Patel Boregowda of Hebbathur Village, Hunsur Taluk.
Heggaddevankote.	Sannad lands of Veerabhadraswamy of Chikkereyur, Heggaddevankote Taluk.	Honne ..	14′ 0″	2′ 7″	7′ 0″ 0	Left in the custody of the Patel of Chikkereyur Village, Kasaba Hobli, Heggaddevankote Taluk.
Do ..	Tank bed of Hirehalli Village, Kasab Hobli, Heggaddevankote Taluk.	Teak ..	22′ 0″	4′ 4″	26′ 0″ 0	Left in the custody of the Patel of Hirehalli Village, Kasaba Hobli, Heggaddevankote Taluk.
Do ..	Tank bed of Antersanthe Village, Heggaddevankote Taluk.	Teak ..	12′ 9″ 3′ 3″ 3′ 0″ 3′ 0″ 4′ 6″	4′ 7″ 3′ 3″ 4′ 1″ 2′ 3″ 3′ 6″	14′ 0″ 0 2′ 0″ 0 4′ 0″ 0 1′ 0″ 0 3′ 0″ 0	Left in the custody of the Patel of Antersanthe Village, Antersanthe Hobli, Heggaddevankote Taluk.
Do ..	Near the bank of Kabbani river in the limits of Sogalli, Heggaddevanakote Taluk.	Nandi ..	19′ 0″	7′ 10″	73′ 0″ 0	Left in the custody of the Patel of Sogalli village, Antersanthe Hobli, Heggaddevanakote Taluk.
Do ..	Near the bank of Kabbini river in the limits of Sogalli, Heggaddevana kote Taluk.	Bite ..	18′ 0″	5′ 1″	29′ 0″ 0	Left in the custody of the Patel of Sogalli Village, Antersanthe Hobli, Heggaddevankote Taluk.
Do ..	District Jungle of Hosaholalu Village, Heggaddevankote Taluk.	Teak ..	15′ 0″ 12′ 9″ 6′ 0″	2′ 1″ 2′ 2″ 2′ 2″	4′ 0″ 9 3′ 8″ 10 1′ 9″ 1	Kept in the compound of the Range Office, Antersanthe.

Name of Range	Place at which the timber was found	Kind of timber	Dimensions		Contents	With whom the timber is now kept
			Length	Girth		
					C.ft. C.in. P.	
Heggaddevankote.	In the District Jungle in Chikkanahalli, Aladamaradahalla.	Teak ..	4′ 6″	1′ 6″	0′ 7″ 7	
			12′ 0″	1′ 1″	0 10″ 6	
			9′ 0″	1′ 3″	0′ 10″ 6	
			11′ 0″	1′ 2″	0′ 11″ 2	
			12′ 9″	1′ 0″	0′ 9″ 6	
			11′ 0″	1′ 4″	1′ 2″ 8	
			9′ 0″	1′ 11″	2′ 0″ 9	
			9′ 6″	1′ 10″	1′ 11″ 11	Kept in the compound of the Range Office, Antersanthe.
			12′ 6″	1′ 5″	1′ 6″ 9	
			10′ 9″	1′ 6″	1′ 5″ 8	
			7′ 6″	1′ 4″	0′ 10″ 0	
			12′ 9″	1′ 2″	1′ 0″ 9	
			10′ 9″	1′ 3″	1′ 0″ 6	
			11′ 0″	1′ 3″	1′ 0″ 10	
			12′ 9″	1′ 5″	1′ 7′ 1	
			13′ 3″	1′ 4″	1′ 5″ 8	
Do ..	In the District Jungle of Hosaholalu Village. Antersanthe Hobli, Heggaddevankote Taluk.	Honne ..	9′ 9″	5′ 1″	16′ 0″ 0	
		Do ..	20′ 3″	4′ 0″	20′ 0″ 0	
		Teak ..	11′ 3″	1′ 9″	2′ 1″ 9	
		Do ..	9′ 0″	2′ 0″	2′ 3″ 0	Kept in Antersanthe Timber Depot.
		Honne ..	9′ 0″	6′ 6″	24′ 0″ 0	
			6′ 0″	4′ 8″	8′ 0″ 0	
			6′ 3″	3′ 3″	4′ 0″ 0	
			8′ 3″	2′ 10″	4′ 0″ 0	

Notification dated 2nd January 1938.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M. on the dates noted against each under the following conditions :—

Name of depot	Date of sale	Teak	Honne	Bite	Jungle wood	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	
1. Hunsur ..	19th January 1938	5,000	400	200	250	More or
2. Periyapatna ..	21st January 1938	1,500	400	300	250	less.

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of the purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid in cash on the spot.

(*b*) The deposit of Rs. 200 to be placed with the officer conducting the sale is reduced to Rs. 50 in cases where the purchase of timber does not exceed Rs. 200 in value.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officer only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In the case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1938. The money shall be paid into such Treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 23rd December 1937.

It is hereby notified that the duplicate and triplicate copies of License No. 50 (unused) of Book No. 722 of unreserved kind are missing. The public are hereby informed to deliver the said license, if found, to the District Forest Officer, Hassan (Koti Buildings). Any body found in illicit possession of the said license or misusing the same for pecuniary or other gain will be prosecuted.

N. VENKATARAMAIYA,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated the 17th December 1937.

It is hereby notified for general information that the exclusive right of collecting and removal of Kankari Lime Stone from the Kudurekanive State Forest and its Extension of Hiriyur Range,

during the current year ending 30th June 1938, will be sold by public auction by the District Forest Officer, Chitaldrug District or the Range Forest Officer, Hiriyur Range on the dates and places noted below.

The sale will commence at 2 P.M.

Locality comprised in	Date of sale	Place of sale	Remarks
1. Thammadihalli Working Circle about 3 square miles of Kudurekanive State Forest.	22nd January 1938	Sreerampura.	
2. Kadavegere do ..	22nd January 1938		

1. Each bidder should either deposit a sum of Rs. 50 in currency notes as earnest money or the probable value of the produce as estimated by the sale conducting Officer, whichever is less, before the sale commences for being allowed to bid thereat. This will however, be returned to the unsuccessful bidders after the close of the sale.

2. The bidder should produce a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent, before he is permitted to bid.

3. The successful bidder shall immediately after the close of the sale credit into the Government Treasury the full sale amount inclusive of the deposit already made, together with Local, Railway and Education cesses, on the entire lease amount, at the rates prevailing in the District.

In default the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it ; but he will have no claim to any surplus occurring therefrom. In the case of any loss to Government thereby, the amount shall be recoverable as an arrear of land revenue.

4. Within 15 days of the intimation of the sanction of the sale, the purchaser shall execute an agreement on a stamped paper, of proper value procured at his own cost ; embodying the conditions noted below :—

(*a*) The lessee his maistries or servants shall not unnecessarily cut or injure any tree, in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the District Forest Officer. If any sub-lessees are approved such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee, must take a permit from the Range Officer before they enter the State Forest.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case each load must be covered by a pass. The licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed thereon. Duplicate copies of these will be submitted to the Range Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and a fresh supply obtained, if necessary.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by their workmen and shall prevent the occurrence of fires in the forest in which they may be working, and render prompt assistance in extinguishing such fires, as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Forest before the 30th June 1938, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No damage will be caused to the trees or any Forest growth in the State Forest while collecting the produce. Any such damage will be assessed by the Forest Ranger and this when approved by the District Forest Officer shall hold good, the District Forest Officer's decision in the assessment of damages being final. All damages ordered under this rule will be recovered if necessary from the security deposit of the lessee.

(*l*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

(*m*) The lessee will furnish one-fourth of the sale amount as security for the fulfilment of his contract which will be in the shape of Government Savings Bank account pledged in favour of the District Forest Officer.

5. In the event of the breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests, Shimoga, as the case may be.

In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will be recoverable as an arrear of land revenue, but shall not participate in any profits.

A. V. KESAVIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT

WATER SUPPLY DIVISION, BANGALORE.

Abstract Notification dated 10th December 1937.

The attention of the public is invited to the Notification published in pages 2089-2090, Part VI of the *Mysore Gazette*, dated 16th December 1937, regarding the tender for carting work of the Division for the year 1938. The last date for receiving tenders is 5th January 1938. The earnest money to be paid is Rs. 100.

Notice.

In a large number of instances of water supply house connections, galvanised pipes laid during the last 20 years and more in the premises of houses in Bangalore City have got deteriorated and developed leaks underground, causing wastage and lending themselves to the contamination of drinking water. It is therefore necessary in the interests of the health of the community that the owners of such buildings do cause to remove the deteriorated pipes and lay new ones in their stead.

The public are hereby requested kindly to cause an examination of their house service lines within their premises and to effect necessary remedies. The Officers of the Water Supply Department hold themselves in readiness to co-operate with the citizens and render such technical advice as is called for in this connection.

V. GANESH IYER,
Executive Engineer.

KOLAR DIVISION.

Notification dated 23rd December 1937.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 12 NOON on 24th January 1938, for constructing an Elementary School of two Rooms in Electric Colony, K. G. F.

2. Tenders in the prescribed form obtainable from the office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for construction of an Elementary School of two Rooms in Electric Colony at K. G. F." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by the treasury chellan for an earnest money of Rs. 180 paid to the Treasury to the credit of 17 (a) P. W. Deposits against the account of Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in a cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on the 24th January 1938 at Kolar Division Office. The final acceptance of the tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any.